

Law Office of Wally W. Wadsworth
606 W. Wheatland Rd.
Suite 107
Duncanville, TX. 75116

Bar Number: MS 100542
Phone: (972) 298-3100

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re: **Barry Eugene Williams**
1124 Shadywood Dr.
Cedar Hill, TX 75104

xxx-xx-2913

§
§
§
§
§

Case No:

Date: **6/14/2019**

Chapter 13

Tracey Nelms Williams
1124 Shadywood Dr.
Cedar Hill, TX 75104

xxx-xx-2220

Debtor(s)

**DEBTOR'S(S) CHAPTER 13 PLAN
(CONTAINING A MOTION FOR VALUATION)**

DISCLOSURES

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☐ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☒ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

Page 1

Plan Payment: **\$3,200.00**

Plan Term: **60 months**

Plan Base: **\$192,000.00**

Applicable Commitment Period: **60 months**

Value of Non-exempt property per § 1325(a)(4): **\$0.00**

Monthly Disposable Income per § 1325(b)(2): **\$82.83**

Monthly Disposable Income x ACP ("UCP"): **\$4,969.80**

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams**MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

SECTION I
DEBTOR'S(S') CHAPTER 13 PLAN - SPECIFIC PROVISIONS
FORM REVISED 7/1/17

A. PLAN PAYMENTS:

Debtor(s) propose(s) to pay to the *Trustee* the sum of:

\$3,200.00 per month, months 1 to 60.

For a total of \$192,000.00 (estimated "*Base Amount*").

First payment is due 7/14/2019.

The applicable commitment period ("ACP") is 60 months.

Monthly Disposable Income ("DI") calculated by *Debtor(s)* per § 1325(b)(2) is: \$82.83.

The Unsecured Creditors' Pool ("UCP"), which is DI x ACP, as estimated by the *Debtor(s)*, shall be no less than:
\$4,969.80.

Debtor's(s') equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:
\$0.00.

B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
----------------------	----------------------	----------	---	---

- C. **ATTORNEY FEES:** To Law Office of Wally W. Wadsworth, total: \$3,700.00;
\$740.00 Pre-petition; \$2,960.00 disbursed by the *Trustee*.

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Ocwen Loan 1124 Shadywood Dr.	\$9,196.65	1/1/2018 to 6/1/201	0.00%	Month(s) 1-44	Pro-Rata

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
Ocwen Loan 1124 Shadywood Dr.	59 month(s)	\$1,132.41	7/1/2019

D.(3) POST-PETITION MORTGAGE ARREARAGE:

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Ocwen Loan 1124 Shadywood Dr.	\$2,264.82	7/1/2019	0.00%	Month(s) 1-44	Pro-Rata

E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
--------------------------	-------------	-------	---	---	----------------------

B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
Smart Sales & Lease Bedroom Furniture	\$1,000.00	\$500.00	0.00%		Pro-Rata
Snap Finance Bedroom Furniture	\$3,737.56	\$500.00	0.00%		Pro-Rata

To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the Collateral to the creditor in satisfaction of the creditor's claim.

E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
Flagship Credit Acceptance 2017 Ford F150 (approx. 46,995 miles)	\$28,691.00	4.75%	Month(s) 1-5	\$310.00
		4.75%	Month(s) 6-43	\$800.00

B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
Conns Appliances Inc Refrigerator	\$2,412.00	0.00%		Pro-Rata
Nebraska Furniture Mart Coffee Maker, Toaster, Grill, Dishes	\$700.00	0.00%		Pro-Rata

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams**Progressive Leasing**
Living Room Furniture**\$2,620.05 0.00%****Pro-Rata**

The valuation of *Collateral* set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the *Plan* per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
--------------------------	-------------	-------	-----------

Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:

CREDITOR	COLLATERAL	SCHED. AMT.
----------	------------	-------------

H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Internal Revenue Service	\$29,542.11	Month(s) 1-44	Pro-Rata

I. SPECIAL CLASS:

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
----------	-------------	---	-----------

JUSTIFICATION: _____

J. UNSECURED CREDITORS:

CREDITOR	SCHED. AMT.	COMMENT
Ace Cash Express	\$2,003.87	
Ace Cash Express	\$749.00	
Bank of Missouri	\$398.00	
Digestive Health Assoc of TX	\$361.16	
Discover Financial Services LLC	\$258.00	
Fed Loan Servicing	\$23,061.00	

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

Fed Loan Servicing	\$18,618.00	
First Access Credit Card	\$351.00	
Gateway on Cullen Apartments	\$3,742.02	
Law Office of David S Kohm & Associates	\$3,100.00	
Methodist Health System	\$495.97	
Methodist Medical Group	\$4,207.99	
NTTA	\$90.89	
NTTA	\$137.10	
NTTA Violation Processing Center	\$58.19	
Radiology American Consultants	\$59.00	
Receivable Management Group	\$59.00	
Reliant Energy	\$1,643.63	
Smart Sales & Lease	\$500.00	Unsecured portion of the secured debt (Bifurcated)
Smart Sales & Lease	\$950.00	
Snap Finance	\$3,237.56	Unsecured portion of the secured debt (Bifurcated)
T-Mobile	\$342.72	
TBOM/Total Card	\$446.00	
Texas Pphysician Resources, LLP	\$280.40	
Texas Trust Credit Union	\$57.00	
Verizon Wireless	\$950.00	
Webbank/Fingerhut	\$200.00	
TOTAL SCHEDULED UNSECURED:	<u>\$66,357.50</u>	

The Debtor's(s') estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 45%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
-------------	---------------	-------------	---	-----------

SECTION II
DEBTOR'S(S') CHAPTER 13 PLAN - GENERAL PROVISIONS
FORM REVISED 7/1/17

A. SUBMISSION OF DISPOSABLE INCOME:

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:

The Statutory Percentage Fees of the Trustee shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The Trustee is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

C. ATTORNEY FEES:

Debtor's(s') Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the Trustee in the amount shown as "Disbursed By The Trustee" pursuant to this Plan and the Debtor's(s') Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

D.(1) PRE-PETITION MORTGAGE ARREARAGE:

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:

Current Post-Petition Mortgage Payment(s) shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

D.(3) POST-PETITION MORTGAGE ARREARAGE:

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

Mortgage Lenders shall retain their liens.

E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

G. DIRECT PAYMENTS BY DEBTOR(S):

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCH. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

I. CLASSIFIED UNSECURED CLAIMS:

Classified unsecured claims shall be treated as allowed by the Court.

J. GENERAL UNSECURED CLAIMS TIMELY FILED:

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

L. CLAIMS TO BE PAID:

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

M. ADDITIONAL PLAN PROVISIONS:

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

O. CLAIMS NOT FILED:

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

R. BUSINESS CASE OPERATING REPORTS:

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:

Debtor(s) shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the Case is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the Case was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the Case is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the Case post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the Case, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

U. ORDER OF PAYMENT:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

V. POST-PETITION CLAIMS:

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:

See the provisions of the General Order regarding this procedure.

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

SECTION III
NONSTANDARD PROVISIONS

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

None.

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Wally W. Wadsworth

Wally W. Wadsworth, Debtor's(s') Attorney

Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Wally W. Wadsworth

Wally W. Wadsworth, Debtor's(s') Counsel

MS 100542

State Bar Number

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **11th day of June, 2019**:

(List each party served, specifying the name and address of each party)

Dated: **June 11, 2019****/s/ Wally W. Wadsworth**

Wally W. Wadsworth, Debtor's(s') Counsel

AAFCU
xxxxxxx3819
P.O. Box 619001
Dallas, TX 75261

Attorney General of Texas- Child
Support
Bankruptcy Reporting Contact
OAG- CSD- Mail Cod 38
PO Box 12017
Austin, TX 78711-2017

Convergent Outsourcing, Inc
PO Box 9004
Renton, WA 98057

Ace Cash Express
223 E. FM 1382 suite 136
Cedar Hill, Tx. 75104

Bank of Missouri
5109 S. Broadway In.
Sioux Falls, SD 57108

Digestive Health Assoc of TX
7610 Stemmons Frwy Ste 500
Dallas, TX 75247-4251

Ace Cash Express
Corporate Office
1231 Greenway Drive, Suite 600
Irving, Tx 75038

Barry Lugene Williams
1124 Shadywood Dr.
Cedar Hill, TX 75104

Discover Financial Services LLC
xxxxxxxxxxxx4456
P.O. Box 15316
Wilmington, DE 19850

AFNI
PO Box 3427
Bloomington, IL. 61702

Capital One Bank USA NA
xxxxxxxxxxxx5379
P.O. Box 30281
Salt Lake City, UT 84130

Fed Loan Servicing
xxxxxxxxxxxx0002
P.O. 60610
Harrisburg, PA 17106

Alpha Recovery Corp.
6912 S. Quentin St., Suite 10
Greenwood Village, CO 80111

Capital One Bank USA NA
xxxxxxxxxxxx0887
P.O. Box 30281
Salt Lake City, UT 84130

Fed Loan Servicing
xxxxxxxxxxxx0001
P.O. Box 60610
Harrisburg, PA 17106

Attorney General of Texas
Collections Div/ Bankruptcy Sec
P O Box 12548
Austin, TX 78711-2548

Conns Appliances Inc
xxxxxxxxxxxxxxxx0817
P.O. Box 2358
Beaumont, TX 77704

First Access Credit Card
5109 S. Broadband Lane
Sioux Fallas, SD 57109

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

Flagship Credit Acceptance xxxxxxxxxxxx1001 P.O. Box 3807 Coppell, TX 75019	Nebraska Furniture Mart Attn: Collections P.O. Box 2335 Omaha, NE 68103	Radiology American Consultants 712 N. Washington Ave. Dallas, TX 75246
Gateway on Cullen Apartments 1901 Cullen Blvd. Houston, TX 77023	NTTA xxxxx3396 PO BOX 660244 Dallas, TX 75266-0244	Receivable Management Group xxH2QB 2901 University Av Columbus, GA 31907
Internal Revenue Service Special Procedures - Insolvency P.O. Box 7346 Philadelphia, PA 19101-7346	NTTA xxxxx1978 5900 W. Plano Pkwy Plano, TX 75093	Reliant Energy P O Box 3765 Houston, Tx 77253
Internal Revenue Service Special Procedures - Insolvency PO Box 7346 Philadelphia, PA 19101-7346	NTTA Violation Processing Center P.O. Box 260928 Plano, TX 75026	Smart Sales & Lease 2811 Whitewood Service Rd. Sturgis, SD 57785
Law Office of David S Kohm & Associates 1414 W. Randol Mill Rd., Suite 210 Arlington, TX 76012	Ocwen Loan xxxxxx5019 1661 Worthington Rd West Palm Beach, FL 33409	Snap Finance P.O. Box 26561 Salt Lake City, UT 84126
Merrick Bank Corp xxxxxxxxxxxx1063 P.O. Box 9201 Old Bethpage, NY 11804	Power Default Services, Inc. Northpark Town Center 1000 Abernathy Rd. NE Bldg 400, Suite 200 Atlanta, GA 30328	T-Mobile P.O. box 790047 St. Louis, MO 63179-0047
Methodist Health System 1440 N Beckley Ave Dallas, TX 75203	Prime Financial Services 4040 N. Central Expressway, Ste 600 Dallas, TX 75204	TBOM/Total Card xxxxxxxxxxxx1209 P.O. Box 85710 Sioux Falls, SD 57118
Methodist Medical Group 3500 W. Wheatland Rd. Dallas, TX 75237	Progressive Leasing 256 Data Dr. Draper, UT 84020	Texas Alcoholic Beverage Commission Licenses and Permit Division PO Box 13127 Austin, TX 78711-3127

Case No:

Debtor(s): **Barry Lugene Williams**
Tracey Nelms Williams

Texas Comptroller of Public Account:
PO Box 13528
Capitol Station
Austin, Texas 78711-3528

Wells Fargo Bank
xxx0050
P.O. Box 10709
Raleigh, NC 27605

Texas Pphysician Resources, LLP
P.O. Box 3495
Toledo, OH 43607

Texas Trust Credit Union
xxxxxxxxxxxx0301
425 W. Jefferson
Grand Prairie, TX 75053

Texas Workforce Commission
PO Box 149352
Austin, TX. 78714-9352

United States Attorney General
Department of Justice
Washington, DC 20001

United States Trustee
1100 Commerce , Room9C60
Dallas, TX 75242-9998

Verizon Wireless
xxxxxxxxxx0003
P.O. Box 26055
Minneapolis, MN 55426

Webbank/Fingerhut
xxxxxxxxxxxx2528
6250 Ridgewood Road
Saint Cloud, MN 56303

Law Office of Wally W. Wadsworth
 606 W. Wheatland Rd.
 Suite 107
 Duncanville, TX. 75116

Bar Number: **MS 100542**
 Phone: **(972) 298-3100**

**IN THE UNITED STATES BANKRUPTCY COURT
 NORTHERN DISTRICT OF TEXAS
 FORT WORTH DIVISION**
 Revised 10/1/2016

IN RE: **Barry Lugene Williams**
 1124 Shadywood Dr.
 Cedar Hill, TX 75104

xxx-xx-2913

§
§
§
§
§

CASE NO:

Tracey Nelms Williams
 1124 Shadywood Dr.
 Cedar Hill, TX 75104

xxx-xx-2220

Debtor(s)

AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS DATED: **6/14/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	\$3,200.00	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$215.66	\$216.00
Filing Fee	\$0.00	\$0.00
Noticing Fee	\$144.90	\$0.00
Subtotal Expenses/Fees	\$365.56	\$216.00
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	\$2,834.44	\$2,984.00

CREDITORS SECURED BY VEHICLES (CAR CREDITORS):

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Vehicles: **\$0.00**

CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Ocwen Loan	1124 Shadywood Dr.	7/1/2019	\$145,127.79	\$180,310.00	\$1,132.41

Payments for Current Post-Petition Mortgage Payments (Conduit): **\$1,132.41**

Case No:

Debtor(s): Barry Eugene Williams
Tracey Nelms Williams**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Nebraska Furniture Mart	Coffee Maker, Toaster, Grill, Dishe	\$700.00	\$100.00	1.25%	\$1.25
Progressive Leasing	Living Room Furniture	\$2,620.05	\$300.00	1.25%	\$3.75
Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle:					\$5.00

TOTAL PRE-CONFIRMATION PAYMENTS**First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$0.00
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$0.00
Debtor's Attorney, per mo:	\$2,829.44
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$5.00

Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):

Current Post-Petition Mortgage Payments (Conduit payments), per mo:	\$1,132.41
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo:	\$0.00
Debtor's Attorney, per mo:	\$130.56
Adequate Protection to Creditors Secured by other than a Vehicle, per mo:	\$5.00

Order of Payment:

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 6/11/2019/s/ Wally W. Wadsworth

Attorney for Debtor(s)

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **Barry Lugene Williams**
Debtor

CASE NO.

Tracey Nelms Williams
Joint Debtor

CHAPTER **13**

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on June 11, 2019, a copy of the attached Chapter 13 Plan, with any attachments, was served on each party in interest listed below, by placing each copy in an envelope properly addressed, postage fully prepaid in compliance with Local Rule 9013 (g).

/s/ Wally W. Wadsworth

Wally W. Wadsworth
Bar ID:MS 100542
Law Office of Wally W. Wadsworth
606 W. Wheatland Rd.
Suite 107
Duncanville, TX. 75116
(972) 298-3100

AAFCU
xxxxxxx3819
P.O. Box 619001
Dallas, TX 75261

Alpha Recovery Corp.
6912 S. Quentin St., Suite 10
Greenwood Village, CO 80111

Barry Lugene Williams
1124 Shadywood Dr.
Cedar Hill, TX 75104

Ace Cash Express
223 E. FM 1382 suite 136
Cedar Hill, Tx. 75104

Attorney General of Texas
Collections Div/ Bankruptcy Sec
P O Box 12548
Austin, TX 78711-2548

Capital One Bank USA NA
xxxxxxxxxxx5379
P.O. Box 30281
Salt Lake City, UT 84130

Ace Cash Express
Corporate Office
1231 Greenway Drive, Suite 600
Irving, Tx 75038

Attorney General of Texas- Child
Support
Bankruptcy Reporting Contact
OAG- CSD- Mail Cod 38
PO Box 12017
Austin, TX 78711-2017

Capital One Bank USA NA
xxxxxxxxxxx0887
P.O. Box 30281
Salt Lake City, UT 84130

AFNI
PO Box 3427
Bloomington, IL. 61702

Bank of Missouri
5109 S. Broadway In.
Sioux Falls, SD 57108

Conns Appliances Inc
xxxxxxxxxxxxxxxxxxx0817
P.O. Box 2358
Beaumont, TX 77704

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **Barry Lugene Williams**
Debtor

CASE NO.

Tracey Nelms Williams
Joint Debtor

CHAPTER **13**

CERTIFICATE OF SERVICE

(Continuation Sheet #1)

Convergent Outsourcing, Inc
PO Box 9004
Renton, WA 98057

Gateway on Cullen Apartments
1901 Cullen Blvd.
Houston, TX 77023

Nebraska Furniture Mart
Attn: Collections
P.O. Box 2335
Omaha, NE 68103

Digestive Health Assoc of TX
7610 Stemmons Frwy Ste 500
Dallas, TX 75247-4251

Internal Revenue Service
Special Procedures - Insolvency
P.O. Box 7346
Philadelphia, PA 19101-7346

NTTA
xxxxx3396
PO BOX 660244
Dallas, TX 75266-0244

Discover Financial Services LLC
xxxxxxxxxxxxx4456
P.O. Box 15316
Wilmington, DE 19850

Internal Revenue Service
Special Procedures - Insolvency
PO Box 7346
Philadelphia, PA 19101-7346

NTTA
xxxxx1978
5900 W. Plano Pkwy
Plano, TX 75093

Fed Loan Servicing
xxxxxxxxxxxxx0002
P.O. 60610
Harrisburg, PA 17106

Law Office of David S Kohm &
Associates
1414 W. Randol Mill Rd., Suite 210
Arlington, TX 76012

NTTA Violation Processing Center
P.O. Box 260928
Plano, TX 75026

Fed Loan Servicing
xxxxxxxxxxxxx0001
P.O. Box 60610
Harrisburg, PA 17106

Merrick Bank Corp
xxxxxxxxxxxxx1063
P.O. Box 9201
Old Bethpage, NY 11804

Ocwen Loan
xxxxxx5019
1661 Worthington Rd
West Palm Beach, FL 33409

First Access Credit Card
5109 S. Broadband Lane
Sioux Falls, SD 57109

Methodist Health System
1440 N Beckley Ave
Dallas, TX 75203

Power Default Services, Inc.
Northpark Town Center
1000 Abernathy Rd. NE
Bldg 400, Suite 200
Atlanta, GA 30328

Flagship Credit Acceptance
xxxxxxxxxxxxx1001
P.O. Box 3807
Coppell, TX 75019

Methodist Medical Group
3500 W. Wheatland Rd.
Dallas, TX 75237

Prime Financial Services
4040 N. Central Expressway, Ste 600
Dallas, TX 75204

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **Barry Lugene Williams**
Debtor

CASE NO.

Tracey Nelms Williams
Joint Debtor

CHAPTER **13**

CERTIFICATE OF SERVICE

(Continuation Sheet #2)

Progressive Leasing 256 Data Dr. Draper, UT 84020	TBOM/Total Card xxxxxxxxxxxx1209 P.O. Box 85710 Sioux Falls, SD 57118	United States Trustee 1100 Commerce , Room9C60 Dallas, TX 75242-9998
Radiology American Consultants 712 N. Washington Ave. Dallas, TX 75246	Texas Alcoholic Beverage Commission Licenses and Permit Division PO Box 13127 Austin, TX 78711-3127	Verizon Wireless xxxxxxxxxx0003 P.O. Box 26055 Minneapolis, MN 55426
Receivable Management Group xxH2QB 2901 University Av Columbus, GA 31907	Texas Comptroller of Public Accounts PO Box 13528 Capitol Station Austin, Texas 78711-3528	Webbank/Fingerhut xxxxxxxxxxxx2528 6250 Ridgewood Road Saint Cloud, MN 56303
Reliant Energy P O Box 3765 Houston, Tx 77253	Texas Pphysician Resources, LLP P.O. Box 3495 Toledo, OH 43607	Wells Fargo Bank xxx0050 P.O. Box 10709 Raleigh, NC 27605
Smart Sales & Lease 2811 Whitewood Service Rd. Sturgis, SD 57785	Texas Trust Credit Union xxxxxxxxxxxx0301 425 W. Jefferson Grand Prairie, TX 75053	
Snap Finance P.O. Box 26561 Salt Lake City, UT 84126	Texas Workforce Commission PO Box 149352 Austin, TX. 78714-9352	
T-Mobile P.O. box 790047 St. Louis, MO 63179-0047	United States Attorney General Department of Justice Washington, DC 20001	

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE: **Barry Lugene Williams
Tracey Nelms Williams**

CASE NO.

CHAPTER **13**

Certificate of Service

The Amended Chapter 13 Trustee Payment Plan was serviced on all parties via U.S. Postal Service as listed on the Matrix on record with the Court; with the exception of those parties who receive electronic notice.

Barry Lugene Williams
1124 Shadywood Dr.
Cedar Hill, TX 75104

Tracey Nelms Williams
1124 Shadywood Dr.
Cedar Hill, TX 75104